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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

RIOT GAMES MERCHANDISE, INC.,
a corporation; RIOT GAMES HONG
KONG MERCHANDISE LIMITED, a
Hong Kong entity; and RIOT GAMES
IRELAND MERCHANDISE LIMITED,
an Ireland entity,

Case No. 2:15-cv-05817- ODW (Ex)
**JUDGMENT AND SETTLEMENT
AGREEMENT**

Plaintiffs,

vs.

TRI-FORCE SALES, LLC, a limited
liability company; and DOES 1-10,

Defendants.

1 Plaintiffs Riot Games Merchandise, Inc., Riot Games Hong Kong
2 Merchandise Limited, and Riot Games Ireland Merchandise Limited (collectively,
3 “Riot” or “Plaintiffs”), and Defendant TriForce Sales, LLC (“TriForce”)
4 (collectively with Riot, the “Parties”) hereby stipulate to settlement of the above-
5 captioned action on the basis set forth below, including entry of this stipulated
6 judgment:

7 Upon stipulation of the parties in this action, the Court hereby ENTERS
8 JUDGMENT AS FOLLOWS:

9 1. Judgment is entered in favor of Plaintiffs and against Defendant
10 TriForce Sales, LLC (“TriForce”) in the amount of \$500,000.00 (Five Hundred
11 Thousand Dollars and Zero Cents).

12 2. Plaintiffs agree to stay execution of the monetary judgment recited in
13 paragraph 1 provided that the monetary judgment is satisfied on the following
14 payment schedule: \$50,000.00 (Fifty Thousand Dollars and Zero Cents) within
15 three business days after the Court enters this Stipulated Judgment and Settlement
16 Agreement and TriForce’s receipt of wire instructions from Riot; \$150,000.00 (One
17 Hundred and Fifty Thousand Dollars and Zero Cents) on or before March 31, 2016;
18 and \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) on or before
19 July 15, 2016 (collectively, the “Settlement Installment Payments”). Each
20 Settlement Installment Payment shall be made to Plaintiffs’ parent company, “Riot
21 Games, Inc.,” and may be made by wire transfer to Riot Games, Inc. Riot will
22 provide wire payment instructions to TriForce under separate cover. Each
23 Settlement Installment Payment shall be deemed to have been made on the date
24 TriForce initiates a wire transfer in accordance with Riot Games’ wire payment
25 instructions for the Settlement Installment Payment amount due. If TriForce fails to
26 timely make any Settlement Installment Payment on or before the date it is due, the
27 remaining balance of the Settlement Installment Payments shall immediately
28 accelerate without notice or an opportunity to cure, the stay of execution

1 contemplated by this paragraph 2 will immediately expire, and Plaintiffs shall be
2 entitled to their attorney's fees and costs incurred to enforce this Stipulated
3 Judgment and Settlement Agreement.

4 3. Releases:

5 a. Effective on entry of this Stipulated Judgment, each of the Plaintiffs,
6 on their own part and on behalf of their respective agents and all
7 other persons, firms, entities, companies, insurers, or corporations,
8 and any other entity or individual claiming by or through them,
9 hereby releases TriForce and its subsidiaries, parent and sister
10 corporations, successors, assigns, employees, agents, partners,
11 officers, directors and shareholders, both individually and
12 collectively, from any and all claims, causes of action, liabilities,
13 suits, demands, losses, expenses, costs, obligations and damages,
14 whether liquidated or unliquidated, whether matured or unmatured,
15 known or unknown, suspected or unsuspected (even those claims
16 which if known by the parties, and each of them, at the time of entry
17 of this Stipulated Judgment must have materially affected the
18 settlement) that they now own or hold, or have at any time
19 heretofore owned or held arising out of or in any way connected
20 with any injury or damages incurred prior hereto, including but not
21 limited to those alleged in, related to, or referred to in this action or
22 that could have been alleged as a claim in this action.

23 b. Effective on entry of this Stipulated Judgment, TriForce, on its own
24 part and on behalf of its agents and all other persons, firms, entities,
25 companies, insurers, or corporations, and any other entity or
26 individual claiming by or through it, hereby releases Plaintiffs
27 together with each of their subsidiaries, parent and sister
28 corporations (including but not limited to Riot Games, Inc.),

1 successors, assigns, employees, agents, partners, officers, directors
2 and shareholders, both individually and collectively, from any and
3 all claims, causes of action, liabilities, suits, demands, losses,
4 expenses, costs, obligations and damages, whether liquidated or
5 unliquidated, whether matured or unmatured, known or unknown,
6 suspected or unsuspected (even those claims which if known by the
7 parties, and each of them, at the time of entry of this Stipulated
8 Judgment must have materially affected the settlement) that they
9 now own or hold, or have at any time heretofore owned or held
10 arising out of or in any way connected with any injury or damages
11 incurred prior hereto, including but not limited to those alleged in,
12 related to, or referred to in this action or that could have been
13 alleged as a claim in this action.

14 c. Notwithstanding the mutual releases set forth in this paragraph 3,
15 the parties' contractual obligations under their Agreement to
16 maintain the confidentiality of, and refrain from misuse of, each
17 party's proprietary information will continue to survive this
18 Stipulated Judgment and Settlement Agreement, as recited in
19 Section 15.d. of that Agreement. Each of TriForce, on the one hand,
20 and Plaintiffs, on the other hand, respectively represents that,
21 through the date of this Stipulated Judgment and Settlement
22 Agreement, the representing Party has not ever misused any of the
23 other Party's confidential information. The Parties also shall
24 continue to comply with the terms of the Court's November 12,
25 2015 Protective Order Re: Confidential Information. (See Dkt. 32.)

26 d. With respect to the mutual releases set forth in this paragraph 3, the
27 parties have knowingly waived and relinquished, to the extent it is
28 applicable, all rights and benefits afforded by Section 1542 of the

1 Civil Code of the State of California, which provides as follows: A
2 general release does not extend to claims which the creditor does
3 not know or suspect to exist in his or her favor at the time of
4 executing the release, which if known by him or her must have
5 materially affected his or her settlement with the debtor.

6 4. Other than as provided herein, the Parties each shall bear their own
7 respective attorney's fees and costs incurred in this action.

8 5. All remaining deadlines and scheduled hearings in this action,
9 including the trial date, are vacated.

10 6. The Court shall retain jurisdiction over this Stipulated Judgment and
11 Settlement Agreement in order to enforce its terms.

12 7. This Stipulated Judgment and Settlement Agreement may be executed
13 in counterparts and by means of facsimile or PDF, which taken together shall be
14 deemed to constitute one document.

15 8. The Parties agree to submit this Stipulated Judgment and Settlement
16 Agreement promptly to the Court for entry of Judgment. If the Court should reject
17 this Stipulated Judgment and Settlement Agreement for any reason, the Parties agree
18 to promptly work in good faith to resolve any concerns posed by the Court and to
19 resubmit an amended proposed Stipulated Judgment and Settlement Agreement to
20 address them.

21 9. The Parties certify that their respective undersigned representatives are
22 fully authorized by the party he or she represents to stipulate to, enter into, and

24 [REMAINDER OF PAGE INTENTIONALLY BLANK]

1 execute this Stipulated Judgment and Settlement Agreement on behalf of the party
2 represented and to legally bind that party.

3 DATED: March 10, 2016

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6 OTIS D. WRIGHT, II
7 UNITED STATES DISTRICT JUDGE

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CRONE HAWXHURST LLP
10880 WILSHIRE BOULEVARD, SUITE 1150
LOS ANGELES, CALIFORNIA 90024
Tel: (310) 893-5150 • Fax: (310) 893-5195

1 APPROVED BY PARTIES:
2

3 DATED: February , 2016
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5 By _____
6

Minji Cho
7 on behalf of Plaintiffs Riot Games
8 Merchandise, Inc., Riot Games Hong Kong
9 Merchandise Limited, and Riot Games
Ireland Merchandise Limited

10 DATED: February , 2016
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12 By _____
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14 Robert Baricevic
15 on behalf of Defendant TriForce Sales, LLC
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